

LEY CREEK
ACCESS AGREEMENT
COUNTY OWNED PROPERTY

This sets forth the Access Agreement made by and between the United States of America, by and on behalf of the “ Environmental Protection Agency (the Agency), and the **COUNTY OF ONONDAGA (“COUNTY”)**, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York, 13202, by Joanie M. Mahoney,, County Executive of Onondaga County, (hereinafter the “**AGREEMENT**”);

Whereas, THE AGENCY proposes to conduct sampling as more fully set forth in the scope of work attached as Exhibit “A” (hereinafter, the "Work") in Ley Creek; , and

Whereas, in connection with said Project, THE AGENCY has requested that the **COUNTY** grant it access to County-owned property in the vicinity of LEY Creek as more fully set forth in the map attached hereto as EXHIBIT “B,”

it is therefore, agreed by and between the parties:

1. THE AGENCY and/or its officers, representatives, agents, employees, contractors, are hereby authorized and permitted to enter upon COUNTY-owned property as set forth at Appendix “B” (the SITE) for the purpose of undertaking the Work set out in Appendix A.
2. The term of this AGREEMENT shall be from the date of Execution by the County Executive until June 30, 2010.
3. This AGREEMENT may be terminated by the COUNTY at any time, with or without cause.
4. At the conclusion of the project work, or the termination of this AGREEMENT, THE AGENCY, or its officers, representatives, agents, employees, contractors or their subcontractors

shall leave the site in a condition reasonably consistent with that existing before the project work was commenced.

5. THE AGENCY agrees to the extent permitted by law, to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees from and against all claims, damages, losses, expenses and liability of any kind, including, but not limited to attorneys' fees, for personal injury or property and/or environmental damage to the extent such injury or damage arises from any wrongful or negligent act or omission, including but not limited to, any violation of any applicable federal, state or local law, rule or regulation, including , without limiting the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Federal Water Pollution Control Act, and the Clean Air Act (each as amended and including their implementing regulations), on the part of THE AGENCY, its contractors or subcontractors, in connection with the performance of the Project Work at the SITE. This provision shall survive expiration or termination of this AGREEMENT.

6. Prior to entry onto any portion of the SITE for performance of the Project Work, THE AGENCY and its contractors and subcontractors carrying out the activities on the SITE shall provide the COUNTY with a certificate of insurance, naming the COUNTY as an additional insured, or other evidence of Financial Assurance that the AGENCY possesses sufficient financial capacity to satisfy the defense and indemnity obligations of this AGREEMENT in connection with the activities to be conducted at the SITE and/or confirming the existence of insurance coverage with the limits set forth in the certificate attached to this AGREEMENT with insurers licensed to do business in New York.

7. THE AGENCY shall not assign, transfer, convey, subcontract or otherwise dispose of its rights under this AGREEMENT without first obtaining the written approval of the COUNTY.
8. This AGREEMENT shall be governed by and interpreted pursuant to the laws of the State of New York, or to the extent applicable the laws of the United States of America.
9. THE AGENCY shall perform the project work in accordance with all applicable federal, state and local laws, rules and regulations.
10. THE AGENCY shall obtain at its own expense any necessary permits and approvals required for the performance of the project work, but there shall be no other COUNTY permits or approvals required for the performance of the project work except as may be specified under this AGREEMENT.
11. This AGREEMENT represents the entire and integrated agreement between the COUNTY and THE AGENCY and supersedes all prior negotiations, representations, or agreements, either written or oral, on matters covered herein.
12. This AGREEMENT may be amended only by written instrument signed by both the COUNTY and THE AGENCY.
13. This AGREEMENT shall become effective on the date it is signed by the parties.
14. Neither party makes any admission of liability or responsibility by entering into this AGREEMENT.
15. All notices, requests, demands and other communications hereunder shall be deemed duly given if personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested to the following:

FOR THE COUNTY

FOR THE AGENCY

With a copy to:

Luis A. Mendez, Esq.
Onondaga County Law Dept.
421 Montgomery Street – 10th Floor
Syracuse, New York 13202

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by
their authorized representatives as follows:

THE AGENCY INTERNATIONAL

Date

FOR THE COUNTY OF ONONDAGA

Date

Joanie M. Mahoney
Onondaga County Executive

**STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:**

On the _____ day of _____, 2007, before me, the undersigned, a notary public in and for said State, personally appeared **ALFRED J. LABUZ**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Remediation Manager of THE AGENCY INTERNATIONAL, INC., and that by his signature on the instrument, the person upon behalf of which the individual acted, executed this instrument.

Notary Public

**STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:**

On the _____ day of _____, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Joanie M. Mahoney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the ONONDAGA COUNTY EXECUTIVE, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed this instrument.

Notary Public

CERTIFICATE OF INSURANCE

THIS CERTIFIES to Onondaga County Department of Law, Division of Risk Management, 421 Montgomery Street, Syracuse, New York 13202, that the following described policies have been issued to and are now in force for:

INSURED'S NAME: _____
ADDRESS: _____

COVERING ALL CONTRACTS WITH COUNTY OF ONONDAGA OR THE SPECIFIC CONTRACT FOR: _____

<u>KIND OF INSURANCE</u>	<u>COMPANY & POLICY NO.</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
() Workers Compensation			Statutory
(X) Disability Benefits Law			Statutory
(X) Comprehensive General Liability			CSL of \$1,000,000.00 per Occ/\$1,000,000.00 Agg in the Primary Policy
(X) Comprehensive Auto Liability			CSL of \$1,000,000.00 per Occ in the Primary Policy
(X) Environmental Impairment Liability			\$5,000,000.00 per loss and aggregate in Primary Policy
(X) Umbrella Liability			CSL of \$5,000,000.00 per Occ/aggregate

The above described policies provide the following features or contain the following provisions by endorsement for the contract(s):

1. The above policies will not expire and/or non-renew or be cancelled for any reason or restricted in coverage until at least thirty (30) days prior written notice by certified mail has been given to the Onondaga County Department of Law.
2. The Comprehensive General Liability policy specifically includes premises/ operations, products/completed operations, blanket broad form contractual, independent contractors, and broad form property damage coverage.
3. Personal Injury Liability is covered under the Comprehensive General Liability
4. There is no exclusion for actions on a contract by a third party beneficiary arising out of a project for a public authorization on the contractor's and owner's contractual liability policies.
5. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
6. Automobile liability coverage applies to owned, non-owned, and hired automobiles.
7. The CGL, Auto and Umbrella liability policies have been endorsed to include the County of Onondaga as an additional insured.
8. A separation of Insured's endorsement is provided in the CGL and Auto policies.
9. Coverage for explosion, collapse and underground hazards is included under property damage liability.

NAME OF INSURANCE AGENCY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS OF INSURANCE AGENCY

TELEPHONE NUMBER

DATE

APPEN